#### KING COUNTY SUPERIOR COURT

## Interpreter Payment Policies

Effective January 1, 2013

Payment for interpretation services are subject to the following guidelines. These guidelines can be exceeded only in extraordinary circumstances and only with written authorization of the court.

## (A) APPOINTMENT

- (1) The Court will provide interpreters for the deaf and hard of hearing in civil and criminal cases per Revised Code of Washington (RCW) Chapter 2.42, at no cost to the party.
- (2) In criminal matters, the Court will provide interpreters for non-English speaking parties, per RCW Chapter 2.43, at no cost to the party.
- (3) In civil matters, for non-English speaking parties or witnesses, the Court will provide an interpreter at public expense if the party requesting interpreter services proves indigence through completion of an In Forma Pauperis (IFP) form and Financial Disclosure form. The Court will pay a maximum of one (1) hour service for an interpreter to assist in preparation of these documents. IFPs can only be authorized by a sitting judge or commissioner; they cannot be authorized by pro tem judicial officers.
- (4) Dependency matters:
  - (a) Deaf and Hard of Hearing: The court will pay for sign language interpreters for both in-court services and out-of-court attorney preparation.
  - (b) Foreign Spoken Language: The court will pay for out-of-court attorney preparation, and the Washington State Department of Children and Family Services (DCFS) will pay for all in-court services. If the dependency matter is a private agency case, then the court will pay for all in and out of court matters. Payment is for all parties involved in the matter including parents, child and witnesses.
- (5) Unified Family Court Planning Conferences, Family Law Facilitators, Protection Order Program:
  - The court will pay for a maximum of two hours of service without an IFP for an interpreter to assist each non-English speaking party at a UFC Planning Conference, Family Law Facilitator meeting and Protection Order Program intake. Payment for interpreter services beyond the two hours requires an approved IFP. In cases where the Department of Children and Family Services (DCFS) is a party to any action which is being heard at the planning conference, standard Interpreter Payment Procedures as defined in the dependency matters section will apply.

- (6) Private non-appointed attorneys are responsible for interpreter compensation for any out-of-court meetings with clients.
- (7) In accordance with current industry standards of practice for interpreters (as established and recommended by the 2007 Position Paper issued by the National Association of Judiciary Interpreters and Translators NAJIT, the Oregon Judicial Department Court Interpreter Services program and the National Registry of interpreters for the Deaf RID), whenever feasible, two interpreters working as a team will be secured for each person needing an interpreter at any event lasting over two hours. When two interpreters cannot be secured, more breaks are required.

#### (B) FEES & EXPENSES

- (1) The court will pay \$40/hour for non-certified and non-registered interpreters and \$45/hour for a Washington State Court certified or registered interpreter.
- (2) The court will pay a minimum of two hours for services rendered in person per day. Compensation for interpreter services provided after the two hours have been reached will be based on actual time worked, rounded up to the nearest five-minute increment. If a two hour minimum is earned in the AM and the interpreter returns for an assignment commencing after the noon hour, regardless of location, then a one hour minimum will apply to that PM appointment. The start time for which interpreters are compensated is assigned by the Office of Interpreter Services and includes waiting time. For interpretation work provided by telephone, the court will pay a one hour minimum for the first appointment and anything beyond that first hour will be paid in 5 minute increments.
- (3) Unless special circumstances have been approved, travel time will only be compensated if an interpreter works within the same AM or PM period in Seattle, Juvenile Court or ITA at Harborview and Kent. Travel time for this circumstance is paid at a flat rate of \$25.00.
- (4) The regular hourly rate for interpreter services provided on weekends or before 8:00 A.M. or for work commencing after 5:00 P.M and for weekends and holidays will be increased by \$10.00 per hour.
- (5) Sign Language interpreters for deaf and hard of hearing jurors will be scheduled and compensated for a minimum of 5.50 hours per day for four consecutive days. Time spent interpreting beyond this minimum will be based on the greater of actual time worked or scheduled. If the juror is excused prior to the four days for which the interpreter is scheduled, then they are placed in an on-call status so that the court may assign them to another event until the scheduled time is completed. If the interpreter finds other work or is otherwise unable to be on an on-call status with the court, they must notify interpreter services and will not be compensated for the time they are not on-call.

(6) Compensation may vary from that set out in this policy due to special circumstances if approved by the manager or assistant manager of the Office of Interpreter Services. An explanation of the special circumstances and the compensation variance must be included with the invoice submitted for payment by the interpreter.

## (C) CANCELLATION POLICY

- (1) Cancellations for Non-trial Events:
  - (a) No compensation will be provided to the interpreter for scheduled time if the court provides at least 24 hours' notice of cancellation to the interpreter. This does not apply to Sign Language interpreters scheduled for jurors, see section B(5). Weekends and holidays are not included in the 24 hours' notice calculation.
  - (b) If less than 24 hours' notice of cancellation is given to the interpreter, he/she will be paid the greater of specific time scheduled or a two hour minimum.
  - (c) When an interpreter is in a compensated but not working status due to cancellation of schedule time, then they are placed in an on-call status so that the court may assign them to other work. If the interpreter finds other work or is otherwise unable to be on an on-call status with the court during this time, they must notify Interpreter Services and will not be compensated for the time they are not on-call.
- (2) Cancellation Policy for Trials and Pre-trial Conferences:
  - (a) No compensation will be paid for any time scheduled for trial work if the interpreter is given at least 24 hours' notification of cancellation. Weekends and holidays are not included in the 24 hour calculation.
  - (b) Interpreters scheduled for up to two days for trial work will be paid for actual time reserved if they are not given at least 24 hours' notice of cancellation. Payment for cancellation time will be reduced equal to any replacement work that the interpreter is able to find elsewhere during the time for which cancellation is being paid for.
  - (c) For trials scheduled for 3 or 4 days that are cancelled: If the trial has not yet started, the interpreter will be paid for 2 days of cancellation. If the trial has already begun, the interpreter will be paid for the rest of the day of notification of cancellation and up to 2 additional days, less any replacement work found. The interpreter will state and sign where and if any replacement work was found.
  - (d) Interpreters scheduled for three or four days of trial work who have not received at least 24 hours' notice of cancellation will be paid for up to two days, plus a full day if they arrived at court before they were notified of the

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cancellation. Payment will not exceed actual time reserved. Payment for cancellation time will be reduced equal to any replacement work that the interpreter is able to find elsewhere during the time for which cancellation is being paid for.

- (e) For trials scheduled for 5 days or more that are cancelled: If the trial has not yet started, the interpreter will be paid for 3 days of cancellation. If the trial has already begun, the interpreter will be paid for the rest of the day of notification of cancellation and up to 3 additional days, less any replacement work found. The interpreter will state and sign where and if any replacement work was found.
- (f) Interpreters scheduled for five or more days of trial work who have not received at least 24 hours' notice of cancellation will be paid for up to three days, plus a full day if they arrived at court before they were notified of the cancellation. Payment will not exceed actual time reserved. Payment for cancellation time will be reduced equal to any replacement work that the interpreter is able to find elsewhere during the time for which cancellation is being paid for. Any cancellation of more than 24 hours (1 business day) in advance will not be compensated. Weekends and holidays are excluded from that calculation.
- (g) Exceptions to this policy for trial cancellation may be authorized due to special circumstances with the approval of the Chair of the Interpreter Committee, or in his/her absence, the relevant department chief.

## (3) Cancellation Due to Inclement Weather

No compensation will be made for interpreter assignments while the court is closed due to inclement weather if the public has been notified of the closure by 6:30 AM for that day.

If the public is notified that the court will be closed after 6:30 AM on any particular day due to inclement weather, regular payment policies will apply, except that no payment will be made for scheduled time that falls beyond 3 hours of when the public is notified of the closure. This supersedes the regular cancellation policy.

# (D) PAYMENT PROCESS

- (1) A King County Superior Court Interpreter Service invoice form shall be used to request payment in all cases. The form sent to the court for payment must have an original signature. The payment invoice may be returned to the interpreter if it is not properly completed.
- (2) For civil cases, the Superior Court Interpreter Service invoice form must include written notification that an order appointing an interpreter In Forma Pauperis (IFP) has been approved, stating name of authorizing judicial officer and date of approval.

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(3)	Invoices must be submitted within thirty (30) days of the date that services were provided. Failure to submit invoices in a timely manner may result in significant delay of payment.